PREDICTIVE POLICING SAAS CONTRACT

This Predictive Policing (PREDPOL) Software as a Service (SaaS) Agreement ("Agreement") is made and entered into on this date August 1, 2012 (EFFECTIVE DATE), by and between PredPol, Inc. (hereinafter referred to as "SUPPLIER"), whose address is 331 Soquel Avenue, Suite 100, Santa Cruz, CA 95062 a California corporation, and the City of Campbell, (hereinafter referred to as "CITY") to be effective as of August 1, 2012.

1. PURPOSE
This Contract sets forth the terms and conditions under which SUPPLIER agrees to provide the Licensed Services, including access to the Application(s), and any related products and services to the CITY. SUPPLIER shall provide crime prediction and analytic services to both the Los Gatos and Campbell Police Departments through access via a web interface.

2. TERM AND TERMINATION

A. Contract Term
This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of one (1) year. The parties may mutually agree to extend this Contract for up to two (2) additional one (1) year periods after the expiration of the initial one (1) year period. CITY will issue a written notification to the SUPPLIER stating the extension period not less than thirty (30) days prior to the expiration of any current term. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until SUPPLIER has completely rendered the Services pursuant to such order or SOW.

B. Termination for Convenience
CITY may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or the CITY may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason. CITY shall provide written notice to SUPPLIER of such termination. SUPPLIER shall submit for resolution any contractual dispute or order dispute to CITY, or any dispute regarding an order terminated by the CITY to such CITY.

C. Termination for Breach or Default
CITY shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, for breach and/or default of SUPPLIER. SUPPLIER shall be deemed in breach and/or default in the event that SUPPLIER fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder. If CITY deems the SUPPLIER to be in

breach and/or default, CITY shall provide SUPPLIER with notice of breach and/or default and allow SUPPLIER fifteen (15) days to cure the breach and/or default. If SUPPLIER fails to cure the breach as noted, CITY may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default.

D. Effect of Termination

Upon termination, the CITY shall have no future liability except for services rendered or Application components delivered by SUPPLIER prior to the termination date. All costs of de-installation and return of product or software shall be borne by SUPPLIER.

4. DESCRIPTION OF LICENSED SERVICES

During the term of any order issued pursuant to this Contract, SUPPLIER hereby agrees to host the Application(s) listed and described in Exhibit A on servers owned, operated, housed, and maintained by SUPPLIER and shall make such Application(s) available to CITY'S designated Application Users through the Internet. SUPPLIER has acquired any and all license rights in the Application(s) necessary and appropriate for SUPPLIER to provide the Licensed Services as listed and described in Exhibit A for all CITY Users. SUPPLIER hereby grants the CITY and its Application Users a nonexclusive, transferable, worldwide license to access and use by any method the Application/s during the term of the applicable order issued pursuant to this Contract.

5. SUPPLIER RESPONSIBILITIES

A. Standard Application Responsibilities

Unless otherwise indicated in Exhibit A, SUPPLIER shall acquire and maintain, at no charge to the CITY, the hardware and software required to host the Application(s). The hardware and software on which the Application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

(i)   SUPPLIER shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity necessary for the CITY'S needs.

(ii)   SUPPLIER shall be responsible for all telecommunication connections from the server/s hosting the Application to the Internet.

(iii)   SUPPLIER may collect user-specific data only as necessary to provide and support the Application/s. No information regarding any CITY use of the Application/s shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.

(iv) The Application will be made available to CITY twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime. For the purposes of this Contract, "Excusable Downtime" is defined as that period of time when the Application/s are not available to CITY due to scheduled network, hardware or service maintenance and/or upgrades.

(v) Excusable Downtime shall not include
   (i) an electronic hardware failure,
   (ii) a failure in the SUPPLIER's Application/s,
   (iii) an electric utility failure at SUPPLIER's facility where the Application is hosted, or
   (iv) a network failure up to, but not including, the interconnection point of SUPPLIER's network to the Internet.

(vi) SUPPLIER guarantees the Application will be available for use at least ninety-nine point five percent (99.5%) of the total time during each month, excluding Excusable Downtime.

(vii) If non-Excusable Downtime exceeds the parameters listed above in any given month, SUPPLIER will credit the CITY the percentage of the annual fee that would represent the amount owed by CITY under this Contract during the month of such failure if billing was on a monthly basis. Such credit will be issued upon subsequent annual renewal immediately following the failure.

(viii) SUPPLIER shall be required to back up Content on a daily basis and shall retain the backed-up Content. The CITY reserves the right to request a copy of such back-up Content at any time.

(ix) In addition, and at no additional cost to the CITY, SUPPLIER shall provide access to additional Updates, features, and functionalities of the Application as are provided by SUPPLIER to other customers of SUPPLIER who require functionality similar to that of the Application provided to CITY. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated Documentation, whether in hard copy format or distributed electronically via email or the SUPPLIER website.

(x) Notwithstanding the provisions of this Section and except as agreed to in writing by CITY and SUPPLIER, nothing in the Contract shall oblige SUPPLIER to undertake any modifications to the Application, and all such modifications are at SUPPLIER's sole discretion whether suggested by an CITY or another party.

B. Ancillary Responsibilities

SUPPLIER shall, throughout the term of this Contract, make available such resources, including SUPPLIER personnel, as are reasonably required to:
   (i) train designated CITY personnel in the use of the Application/s;
   (ii) develop modifications to the Application/s as agreed by CITY and SUPPLIER in any exhibit hereto or as agreed in any order issued hereunder; and

(iii)   otherwise support the Application/s as provided under this Contract and any exhibits hereto or as agreed in any order issued hereunder.

C. Application Evolution
Should SUPPLIER merge or splinter the Application/s previously provided to the CITY, such action on the part of SUPPLIER shall not in any way result in the CITY being charged additional license or support fees in order to access the Application/s, to enable CITY Users to access the Application/s, or to receive enhancements, releases, upgrades or support for the Application/s.

6. CITY RESPONSIBILITIES

A. City Data
Unless otherwise agreed and as applicable, CITY will be responsible for providing the raw data that will be imported into SUPPLIER's Application/s and CITY will be responsible for keeping said data current and accurate. SUPPLIER will have no responsibility for assisting CITY in creating, modifying or inputting the data, unless specified in Exhibit A.

B. User Accounts
If SUPPLIER issues unique USERID's and passwords to CITY Users:

(i)   CITY is responsible for protecting said passwords and for any authorized and unauthorized use made of the passwords.
(ii)   CITY shall have the right to add, change access for, or delete USERID's at its sole discretion, subject to providing written request to the SUPPLIER. CITY shall designate administrators who will be authorized to add, change access for / or delete USERIDs.
(iii)   Upon notification by CITY of an Application User's deletion, SUPPLIER shall remove said Application User from its server within one (1) hour of receipt of such notification. If SUPPLIER fails to make such a deletion, CITY shall not be held liable for any charges or damages incurred due to use of the CITYID.

7. CONTENT SECURITY
SUPPLIER shall provide a secure environment for Content and any hardware and software, including servers, network, and data components, to be provided by SUPPLIER as part of its performance under this Contract in accordance with best industry practices in order to prevent unauthorized access to and use or modification of, and to otherwise protect, the Application and Content. SUPPLIER shall, at a minimum, implement the following procedures designed to protect the security of Content:

(i)   User identification and access controls designed to limit access to Content to Application/s Users;

(ii)   External connections to the Internet which will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by SUPPLIER;

(iii)   Industry standard firewalls regulating all data entering SUPPLIER's internal data network from any external source which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through;

(iv)   Industry standard encryption techniques which will be used when Content is transmitted by SUPPLIER on behalf of CITY;

(v)   Physical security measures, including securing all Content on a secure server, in locked data cabinets within a secure facility. Access to facilities housing the Application and Content restricted to only allow access to personnel and agents of SUPPLIER who have a need to know in connection with operation and support of the Application;

(vi)   A backup of data, for an orderly and timely recovery of such data in the event that the Application/s may be interrupted. Additionally, Service Provider shall store a backup of Customer Data in an off-site "hardened" facility no less than daily, maintaining the security of Customer Data.

(vii)   SUPPLIER's maintaining and following a disaster recovery plan designed to maintain CITY Users' access to the Application/s and to prevent the unintended destruction of data; and which plan, unless otherwise specified herein, shall provide for daily back-up of data and archival of such data at a secure facility. The disaster recovery plan shall provide for and be followed by SUPPLIER such that in no event shall the Application/s be unavailable to any CITY User for a period in excess of twenty-four (24) hours;

(viii) Regular training for SUPPLIER personnel regarding the security and data recovery programs referenced in this Section;

(ix)   Regular testing of the systems and procedures outlined in this Section; and

(x)   Audit controls that record and monitor Application and Licensed Services activity continuously.

(xi)   SUPPLIER agrees that within thirty (30) days after the expiration or termination of this Contract or the commencement of actions of bankruptcy, acquisition, or any other event that would preclude SUPPLIER's ability to operate, unless this Contract is assigned by written agreement between CITY and SUPPLIER to another entity who agrees to the terms of this Contract and who is assuming SUPPLIER's Application/s, SUPPLIER shall return CITY'S data and shall confirm in writing to the CITY that all data has been removed from all systems where the data resided during performance of this Contract in a manner that complies with and/or exceeds the US NIST Special Publication 800-88.

The written confirmation shall include
- (i) sufficient detail describing the processes and procedures used in removing the data,
- (ii) information about the locations of where it was removed from within the Application/s and storage and other locations, and
- (iii) the date the removals were performed. All metadata, in its original form, shall be returned to the CITY. Failure by SUPPLIER to use best industry practices in fulfilling these security obligations shall eliminate any limitation of SUPPLIER's liability to CITY, or third parties, including the limitation on lost profits and consequential damages.

8. PROPRIETARY RIGHTS

A. SUPPLIER's Proprietary Rights
Except as otherwise stated herein, as between CITY and SUPPLIER, the Application/s including without limitation, updates, revisions, modifications, upgrades and Documentation are and shall remain the sole and exclusive property of SUPPLIER and its licensors. All modifications, enhancements, Updates, and translations of the Application/s shall be deemed a part thereof.

B. CITY Requirements and License Restrictions
Except as otherwise provided in this Contract or as provided by law:

- (i) CITY will use commercially reasonable efforts to ensure that Users comply with all of the terms and conditions hereof.
- (ii) CITY shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Application/s.
- (iii) CITY shall not directly or indirectly copy or reproduce all or any part of the Application/s, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from SUPPLIER; provided, however, the CITY may reproduce and distribute any Application/s output generated from the relevant CITY data.
- (iv) CITY shall not rent, lease, sublicense, resell for profit, loan, distribute, network or modify the Application/s or any component thereof, provided as part of the Application/s, except as otherwise authorized by SUPPLIER; however, the CITY may reproduce and distribute any Application/s output (e.g., reports) generated by CITY using the Application.
- (v) CITY shall only use the Application and SUPPLIER Product in the normal course of business.
- (vi) CITY shall not attempt to gain unauthorized access to the Application, other user accounts, computer systems or networks connected to the Application or its environment;

(vii)   CITY shall not remove, obscure or alter SUPPLIER's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained in the Application/s or any written or electronic report, output or result generated in the Application;

(viii) CITY shall take reasonable care not to, and shall not intentionally or knowingly, use the Application/s to post, transmit, distribute, store or destroy any information:

    (i)   in violation of any applicable law, statute, ordinance or regulation;

    (ii) in a manner that shall infringe the intellectual property rights of others;

    (iii) that is defamatory or trade libelous, or

    (iv) that contains any Computer Viruses.

C. CITY Proprietary Rights

Except as otherwise stated herein and with the exception of any applicable third-party rights, data is and shall remain the sole and exclusive property of the CITY, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any data relating to the CITY'S business shall remain the property of the CITY, whether or not supplied to SUPPLIER or uploaded into the Application/s. Nothing in this Contract shall be construed as conveying any rights or interest in data to SUPPLIER. Upon termination of an order issued hereunder, SUPPLIER agrees to either provide the data to the CITY, or, at the CITY's request, certify in writing that said data in all formats, have been destroyed.

9. TRANSITION ASSISTANCE

Upon execution of an order or SOW pursuant to this Contract, SUPPLIER and CITY will develop a transition plan ("Transition Plan") detailing each Party's respective tasks in connection with the orderly transition and migration of all Content stored by SUPPLIER pursuant to such order to CITY's archive and/or to a system or application maintained by CITY or a third party application service provider and, if applicable and agreed in writing by CITY and SUPPLIER,

10. COMMENCEMENT AND ACCEPTANCE OF APPLICATION/S

A. Acceptance

The Application shall be deemed accepted when the CITY reasonably determines that such CITY and its Application Users can successfully access and use all functionalities of the Application which SUPPLIER is required to provide to such CITY and its Application Users pursuant to Exhibit A. CITY agrees to complete Acceptance testing within thirty (30) days after receiving written notice from SUPPLIER of the ability of such CITY and its Application Users to access the Application, or within such other period as set forth in the applicable order. After such period, unless CITY notifies SUPPLIER to the contrary, the Application shall be deemed accepted. SUPPLIER agrees to provide to such CITY such

assistance and advice as such CITY may reasonably require, at no additional cost, during such Acceptance testing. CITY shall provide to SUPPLIER written notice of Acceptance upon completion of successful Acceptance testing. Should CITY fail to provide SUPPLIER written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

B. Cure Period

If during the Acceptance test period, CITY is unable to access the licensed functionalities of the Application as set forth in Exhibit A, SUPPLIER shall provide CITY with such access, and such CITY's Application Users with their required access, within seven (7) days of written notice of inability to access, or as otherwise agreed between the CITY and SUPPLIER in the applicable order. Should SUPPLIER fail to provide access to the licensed functionalities of the Application, such CITY may, in its sole discretion:

(i)   reject the Application in its entirety and recover amounts previously paid hereunder;

(ii)   issue a "partial Acceptance" of the Application access with an equitable adjustment in the price to account for such deficiency; or

(iii)   conditionally accept the applicable Application access while reserving its right to revoke Acceptance if timely correction is not forthcoming. If the CITY and its Application Users are unable to access the licensed functionalities set forth in Exhibit A of the Application after a second set of acceptance tests, SUPPLIER shall be deemed in default of the order. In the event of such default, the CITY may, at its sole discretion, terminate its order, in whole or in part, for the Licensed Services to be provided thereunder by SUPPLIER.

11. RECORDS AND AUDIT

SUPPLIER shall maintain accurate records and other evidence pertaining to the costs and expenses for all services performed/delivered under any order issued pursuant to this Contract in support of its charges invoiced to CITY. The records will be to the extent and in such detail as will properly reflect all direct and indirect costs associated with such order. In addition, SUPPLIER shall maintain accurate records of the Application/s, including but not limited to, the "Uptime" and "Downtime" as set forth in the SUPPLIER Responsibilities Section. CITY shall have the right, at any reasonable time during regular business hours after giving reasonable advance notice, to inspect and audit the records applicable to its order(s). SUPPLIER shall preserve such records for three (3) years after termination/completion of the services agreed to under this Contract or any order issued hereunder.

13. SERVICE LEVELS AND REMEDIES

At any time during the term of any order issued pursuant to this Contract, SUPPLIER shall provide the Application/s in accordance with Section 5,

SUPPLIER RESPONSIBILITIES of this agreement.. Credits shall be applied against the next invoice.

A. Provisioning
Incremental adds, moves or reductions in the scope of the Application/s (e.g., USERIDs), shall be completed within four (4) business hours of a written request (including e-mail or submission to SUPPLIER's provisioning website) from an CITY's designated administrator. In the event that provisioning is not made available within one (1) business day of the request, a credit for the incremental amount of the revision shall be applied against the next subscription term for the corresponding pro-rated amount.

B. Failure to Meet Service Level Commitments
In the event that such Application/s fails to meet the Service Levels specified herein, SUPPLIER will:
- (i) promptly replace the Application/s with an Application that conforms to this Contract and such specifications;
- (ii) repair the Application/s, at SUPPLIER's expense, so that it conforms to this Contract and such specifications; or
- (iii) refund to CITY all fees paid for the Application/s after the failure of the Application to meet the Service Levels. In the event SUPPLIER fails to comply with these remedies, CITY may exercise all available rights and remedies under law and equity.

15. GENERAL WARRANTY
SUPPLIER warrants and represents to CITY the Application/s described in Exhibit A as follows:

A. Ownership
SUPPLIER has the right to provide the Application/s, including access by any CITY and its Application Users to the Application/s, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Licensed Services, Application, and Documentation
SUPPLIER warrants the following with respect to the Application/s:

- (i) The Application/s is fit for the particular purposes specified by CITY in this Contract, and SUPPLIER is possessed of superior knowledge with respect to the Application/s and is aware that all CITYs are relying on SUPPLIER's skill and judgment in providing the Application/s, and SUPPLIER is possessed of superior knowledge with respect to the Application/s and is aware that the CITY is relying on SUPPLIER's skill and judgment in providing the Application/s;

(ii)   SUPPLIER represents and warrants

    (i)   that it shall deliver the Application/s in conformity to the specifications set forth in Exhibit A in a professional and workmanlike manner and

    (ii)   that the Application/s shall not infringe any third party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.

    (i)   SUPPLIER warrants that the Application/s will conform in all material respects to the Requirements set forth in this Contract and any order issued hereunder, and the applicable specifications and Documentation, not including any post-Acceptance modifications or alterations to the Documentation which represent a material diminishment of the functionality of the Application/s; and that such Application/s are compatible with and will operate successfully when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.

    (ii)   The Application/s provided hereunder is at the current release level unless an CITY specifies an older version in its order;

    (iii)   No corrections, work arounds, or future Application/s releases provided by SUPPLIER shall degrade the Application/s, cause any other warranty to be breached, or require an CITY to acquire additional hardware equipment or software;

    (iv)   SUPPLIER warrants that all post-Acceptance Updates, changes, alterations or modifications to the Application/s by SUPPLIER will be compatible with, and will not materially diminish the features or functionality of the Application/s when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.

    (v)   SUPPLIER warrants that the Documentation and all modifications or amendments thereto which SUPPLIER is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and utilize fully the Application/s without reference to any other materials or information.

C. Malicious Code

SUPPLIER has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Application/s accessed by CITY Application Users; and the Application/s does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to the Application/s by any CITY Application Users. SUPPLIER agrees that an CITY may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

D. Access to Product and Passwords

SUPPLIER warrants that the Application/s do not contain disabling code (defined as computer code designed to interfere with the normal operation of the Application or hardware or software of any CITY Application Users) or any program routine, device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other malicious code which is specifically designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Application/s, or the hardware or software of any CITY. In addition, SUPPLIER warrants that CITY will be provided commercially reasonable uninterrupted access to the Application/s and that SUPPLIER will not cancel or otherwise terminate access to the Application/s by disabling passwords, keys or tokens that enable continuous use of the Application/s by the CITY's Application Users during the term of this Contract or any order issued hereunder. SUPPLIER further warrants that the Application/s are compatible with and will operate successfully on the equipment.

E. SUPPLIER's Viability
SUPPLIER warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that SUPPLIER has no constructive or actual knowledge of a potential legal proceeding being brought against SUPPLIER that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

F. SUPPLIER's Past Experience
SUPPLIER warrants that SUPPLIER has provided the Application/s to a non-related third party customer of SUPPLIER without significant problems due to the the Application, or SUPPLIER. THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

16. TRAINING AND DOCUMENTATION
The Licensed Service fee includes all costs for the training of one (1) CITY trainer per order at a CITY's designated location on the use and operation of the Application, including instruction in any necessary conversion of such CITY'S data for such use. Pursuant to a mutually agreed upon schedule, SUPPLIER shall provide sufficient personnel experienced and qualified to conduct such training. SUPPLIER shall make available to any CITY Documentation, as requested by such CITY. Any CITY shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications made by SUPPLIER to the Application. CITY shall have the right,

as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Application and may duplicate such Documentation and include it in such CITY's document or platform. All CITYs shall continue to include SUPPLIER's copyright notice.

17. FEES, ORDERING AND PAYMENT PROCEDURE
A. Fees and Charges
As consideration for the Licensed Services, including the rights of the CITY and its Application Users to access and use the Application/s and any additional products and services provided hereunder, a CITY shall pay SUPPLIER the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract.

B. Statement of Work (SOW)
An SOW shall be required for any Additional Services ordered by an CITY pursuant to this Contract. All Additional Services shall be provided in accordance with the Requirements and service levels set forth herein or in the applicable SOW and at the rates set forth in Exhibit B herein. An SOW shall be of a fixed price type. Any change to an SOW must be described in a written change request. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party, in the form of a modification to the SOW, before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the SUPPLIER to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto. Failure of SUPPLIER to perform in accordance with such obligations may be deemed a default of this Contract or of such SOW.

C. Invoice Procedures
Billing shall be by invoice within thirty (30) days of the Acceptance of the Application/s as detailed in Section 10 COMMENCEMENT AND ACCEPTANCE OF APPLICATION/S of the services and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the City shall be addressed as follows:

Invoices:
City of Campbell
Attn: Accounts Payable
70 North First Street
Campbell, CA 95008-1497

21. CONFIDENTIALITY

A. Treatment and Protection
Each Party shall
- (vi)   hold in strict confidence all Confidential Information of any other Party,
- (vii)   use the Confidential Information solely to perform or to exercise its rights under this Contract, and
- (viii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party.

However, thr CITY may disclose the Confidential Information as delivered by SUPPLIER to subcontractors, contractors or agents of such CITY that are bound by non-disclosure contracts with such CITY. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions
The term "Confidential Information" shall not include information that is:
- (i)   in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- (ii)   obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- (iii) developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

C. Return or Destruction
Upon the termination or expiration of this Contract or upon the earlier request of the disclosing CITY, SUPPLIER shall
- (i)   at its own expense,
- (ii)   promptly return to the disclosing CITY all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing CITY, or
- (iii) upon written request from the disclosing CITY, destroy such Confidential Information and provide the disclosing CITY with written certification of such destruction, and
- (iv)   cease all further use of the CITY's Confidential Information, whether in tangible or intangible form.

CITY shall retain and dispose of SUPPLIER's Confidential Information in accordance with the CITY's records retention policies.

22. INDEMNIFICATION AND LIABILITY
A. Indemnification
The Supplier shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any

person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra hazardous activities, activities giving rise to strict liability, or defects in design by the Supplier or any person directly or indirectly employed by or acting as agent for the Supplier in the performance of this Agreement, including the concurrent or successive passive negligence of the City of Campbell, its officers, agents, employees or volunteers.

It is understood that the duty of the Supplier to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve the Supplier from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

B. Liability
Except for liability with respect to

(i)   any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of SUPPLIER,
(ii)   any act or omission of any employee, agent, or subcontractor of SUPPLIER,
(iii)   claims for bodily injury, including death, and real and tangible property damage,
(iv)   SUPPLIER's indemnification obligations,
(v)   SUPPLIER's confidentiality obligations, and
(vi)   SUPPLIER's security compliance obligations,

SUPPLIER's liability shall be limited to twice the aggregate value of the Application and Licensed Services provided under this Contract. SUPPLIER agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

23. INSURANCE

Minimum Scope of Insurance:

SUPPLIER agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

SUPPLIER agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

SUPPLIER shall provide to the CITY all certificates of insurance, with original endorsements effecting coverage. SUPPLIER agrees that all certificates and endorsements are to be received and approved by the CITY before work commences.

SUPPLIER agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure SUPPLIER for professional errors or omissions in the performance of the particular scope of work under this agreement.

The CITY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the SUPPLIER; products and completed operations of SUPPLIER, premises owned or used by the SUPPLIER. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

The SUPPLIER's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the SUPPLIER's insurance and shall not contribute with it.
Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

The SUPPLIER's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the CITY Clerk Administrator.

Workers' Compensation. In addition to these policies, SUPPLIER shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the CITY before beginning services under this Agreement. Further, SUPPLIER shall ensure that all subcontractors employed by SUPPLIER provide the required Workers' Compensation insurance for their respective employees.

26. BANKRUPTCY

If SUPPLIER becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then CITY may immediately terminate this Contract, and an CITY may terminate an order, on notice to SUPPLIER unless SUPPLIER immediately gives CITY or such CITY adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to SUPPLIER, and if this Contract has not otherwise terminated, then CITY may suspend all further performance of this Contract until SUPPLIER assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by CITY and SUPPLIER that this is an executory contract. Any such suspension of further performance by CITY pending SUPPLIER's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of CITY or any CITY to pursue or enforce any of its rights under this Contract or otherwise.

27. GENERAL PROVISIONS

A. Relationship Between CITY and CITY and SUPPLIER
SUPPLIER has no authority to contract for the CITY or in any way to bind, to commit the CITY to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of the CITY. Under no circumstances shall SUPPLIER, or any of its employees, hold itself out as or be considered an agent or an employee of the CITY, and neither the CITY shall have any duty to provide or maintain any insurance or other employee benefits on behalf of SUPPLIER or its employees. SUPPLIER represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that the CITY is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for SUPPLIER. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by SUPPLIER or, if assessed against and paid by the CITY, shall be reimbursed by SUPPLIER upon demand by CITY or such CITY.

B. Independent Contractor

It is further understood that the SUPPLIER, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the CITY. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to CITY employee(s). With prior written consent, the SUPPLIER may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. SUPPLIER agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. SUPPLIER shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by SUPPLIER or is based on allegations of SUPPLIER's negligent performance or wrongdoing.

C. Assignability and Subcontracting.
The services to be performed under this Agreement are unique and personal to the SUPPLIER. No portion of these services shall be assigned or subcontracted without the written consent of the CITY.

D. Governing Law
This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

E. Dispute Resolution
In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

F. Advertising and Use of Proprietary Marks
SUPPLIER shall not use the name of the CITY or refer to the CITY, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of the CITY. In no event may SUPPLIER use a proprietary mark of the CITY without receiving the prior written consent of the CITY.

G. Notices
Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

City of Campbell Attn: City Clerk 70 North First Street Campbell, CA 95008-1497	PredPol, Inc. [Attn: Name/Title of Contact Person] 331 Soquel Avenue, Suite 100 Santa Cruz, CA 95062

OR personally delivered to SUPPLIER to such address or such other address as SUPPLIER designates in writing to CITY.

H. No Waiver
Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment
This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the CITY and SUPPLIER. SUPPLIER may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of the CITY, and any such attempted assignment or subcontracting without consent shall be void. CITY may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract. If any law limits the right of CITY or SUPPLIER to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the SUPPLIER gives CITY prompt written notice of the assignment, signed by authorized representatives of both the SUPPLIER and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

K. Severability
If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

L. Survival
The provisions of this Contract regarding Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure
No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, CITY, by written notice given during the postponement or extension, may terminate SUPPLIER's right to render further performance after the effective date of termination without liability for that termination, and in addition an CITY may terminate any order affected by such postponement or delay.

N. Remedies
The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, the CITY reserves any and all other remedies that may be available at law or in equity.

O. Right to Audit
CITY reserves the right to audit those SUPPLIER records that relate to the Application or any components thereof and Licensed Services rendered or the amounts due SUPPLIER for such services under this Contract. Supplier shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Supplier shall make these records available to authorized personnel of the City at the Supplier's offices during business hours upon written request of the City.

P. Contract Administration
SUPPLIER agrees that at all times during the term of this Contract an account executive, at SUPPLIER's senior management level, shall be assigned and available to CITY. SUPPLIER reserves the right to change such account executive upon reasonable advance written notice to CITY.

Q. Entire Agreement
This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the City and Supplier. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

EXHIBIT A

1. As described more fully in the 2012 PredPol Product Data Sheet, v1.1, attached hereto, the City shall be licensed and authorized to use the PredPol tool as provided as a SaaS. The license shall cover the software including, without limitation, software interfaces and software modifications. The scope of the license is non-transferable and non-exclusive and is authorized by PredPol for use by the City. The City shall have the right to use the Software for so long as PredPol provides services to the City and shall apply for the duration of this Agreement and any extensions provided for herein or agreed to in writing by the Parties.

2. The Software includes the connection between the PredPol servers and the City's RMS/CAD system, the web interface with prediction boxes and the report generator.

3. ~~City hereby provides PredPol with an irrevocable, non-exclusive license to use its data for purposes of research, development. and testing of PredPol's software.~~ City ~~also~~ provides authority to PredPol to utilize its data for delivering services to City and other domestic, U.S.-based law enforcement agencies. Such services may include regional reporting, cross-jurisdiction predictions, among other services. City does not authorize PredPol to make City's data publicly available or available to any third party not constituting a domestic public agency.

EXHIBIT B

1. In consideration of the discounted pricing provided by PredPol, City agrees to reasonably support PredPol's beta test by doing the following, during the term of this Agreement:

   a) Designate a primary point of contact for PredPol to interface with generally;
   b) Generally support the beta testing of the PredPol tool and new features/tools;
   c) Provide access to all City databases and shared databases to which the City has access, pursuant to all applicable laws and access agreements;
   d) Provide information about current, past and prospective law enforcement and public safety tools the City is, has or is considering using;
   e) Contribute to requested case studies, to be developed by PredPol, for use in its marketing;
   f) Provide testimonials, as requested by PredPol, for use in its marketing;
   g) Provide referrals and facilitate introductions to other agencies;
   h) Respond to inquiries from other agencies regarding the tool;
   i) Host visitors from other agencies regarding the tool, including potential ride-alongs and demonstrations;
   j) Test new features as developed by PredPol;
   k) Provide user feedback, as requested by PredPol;
   l) Provide feedback regarding PredPol product and company positioning, messaging, naming, website and product usability, customer observation (ride along), pricing, etc.;
   m) ~~Engage in joint/integrated marketing, including but not limited to press conferences and media relations, training materials, web marketing, collateral, "Predicted by PredPol," tradeshows, conferences, speaking engagements and research;~~
   n) Execute, as requested by PredPol, confidentiality agreement(s) related to the testing of new PredPol features/tools/software;

2. In the event any of the forgoing would involve costs to the City outside of their normal costs for employees performing their normal job duties, PredPol agrees to reimburse City for such costs. For example, if a Chief is requested to attend and speak at a conference of Police Chiefs to which they are not already traveling, PredPol agrees to reimburse City for travel expenses, if requested.

3. All products, content, research, intellectual property, and deliverables developed based on the forgoing items shall be the exclusive property of PredPol.